

PATENT APPLICATION(S) ASSIGNMENT

This PATENT APPLICATIONS(S) ASSIGNMENT (the "Assignment") is entered into as of June 5, 2000 by CISCO SYSTEMS, INC., a California corporation ("Cisco").

WHEREAS, Cisco and CISCO TECHNOLOGY, INC., a California corporation ("CTI"), have entered into an Asset Transfer Agreement, executed on June 5, 2000, pursuant to which Cisco has agreed to, among other things, assign certain of its patents to CTI.

NOW, THEREFORE, for good and valuable consideration, Cisco agrees as follows:

Article I CISCO PATENTS

"Cisco Patents" shall mean the filed U.S. patent applications and patent applications for which serial numbers have not yet been issued listed on Schedule 1, as well as any reexaminations, extensions and reissues thereof and any divisionals, continuations and continuation-in-parts thereof and any other applications or patents that claim priority from such applications, including, without limitation, any foreign applications or patents corresponding thereto.

Article II ASSIGNMENT

Cisco assigns, transfers and conveys to CTI all of Cisco's rights, title and interest throughout the world in and to the Cisco Patents, and all rights, claims and privileges pertaining to the Cisco Patents, including rights to the underlying inventions and the right to sue and recover for past, present and future damages.

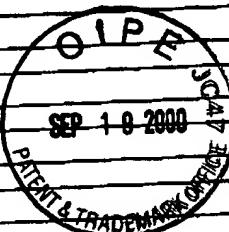
IN WITNESS WHEREOF, Cisco has caused this Assignment of Cisco Patents to be entered into as of the Effective Date.

CISCO SYSTEMS, INC.

By: Larry Carter

Name: Larry Carter

Title: Senior Vice President and Chief
Financial Officer

FORM PTO-1619B Expires 06/30/08 GSA 0851-0027		Page 2	U.S. Department of Commerce Patent and Trademark Office PATENT	
Correspondent Name and Address		Area Code and Telephone Number (650) 926-7241		
Name <u>Anne VanBuskirk</u>		 SEP 10 2000 <small>PATENT & TRADEMARK OFFICE</small> C 2100 MA L RDM		
Address (line 1) <u>Neil, Gotshal & Manges LLP</u>		RECEIVED SEP 22 2000 MAIL ROOM		
Address (line 2) <u>2882 Sand Hill Rd. Ste. 280</u>				
Address (line 3) <u>Menlo Park, CA 94025-7022</u>				
Address (line 4) <u>anne.vanbuskirk@weil.com</u>				
Pages	Enter the total number of pages of the attached conveyance document including any attachments.			# <u>10</u>
Application Number(s) or Patent Number(s)				
Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).				
Patent Application Number(s)		Patent Number(s)		
08868216	09069716			
08868132	09096462			
08948534	09208822			
If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.				
Month <u>Day</u> <u>Year</u>				
Patent Cooperation Treaty (PCT)				
Enter PCT application number only if a U.S. Application Number PCT <u> </u> PCT <u> </u> PCT <u> </u>				
has not been assigned.				
Number of Properties	Enter the total number of properties involved. # <u>6</u>			
Fee Amount	Fee Amount for Properties Listed (37 CFR 3.41): \$ <u>240.00</u>			
Method of Payment: Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)	<input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Deposit Account Deposit Account Number: # <u>23-0800</u> Authorization to charge additional fees: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			
Statement and Signature				
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.				
Anne VanBuskirk Name of Person Signing			Signature	Date <u>July 19 2000</u>



RECEIVED

SEP 22 2000

State of California



SECRETARY OF STATE

I, **BILL JONES**, Secretary of State of the State of California,
hereby certify:

That the attached transcript of 9 page(s) was prepared by and in this office from the record on file, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

JUN 28 2000



Secretary of State

40546546

FILED *[Signature]*
In the office of the Secretary of State
of the State of California

1183477 SURV

AGREEMENT OF MERGER

JUN 5 2000

OF

CISCO SYSTEMS, INC.

Bill Jones
Bill Jones, Secretary of State

AND

INFOGEAR TECHNOLOGY CORPORATION

This Agreement of Merger is dated as of the 5th day of June, 2000 ("Merger Agreement"), between Cisco Systems, Inc., a California corporation ("Acquirer"), and InfoGear Technology Corporation, a California corporation ("Target").

RECITALS

A. Target was incorporated in the State of California and immediately prior to the Effective Time of the Merger (as defined below) will have outstanding 12,755,526 shares of Common Stock ("Target Common Stock") and no shares of Preferred Stock ("Target Preferred Stock").

B. Acquirer and Target have entered into an Agreement and Plan of Merger and Reorganization (the "Agreement and Plan of Reorganization") providing for certain representations, warranties, covenants and agreements in connection with the transactions contemplated hereby. This Merger Agreement and the Agreement and Plan of Reorganization are intended to be construed together to effectuate their purpose.

C. The Boards of Directors of Target and Acquirer deem it advisable and in their mutual best interests and in the best interests of the shareholders of Target, that Target be acquired by Acquirer through a merger ("Merger") of Target with and into Acquirer.

D. The Boards of Directors of Acquirer and Target and the shareholders of Target have approved the Merger.

AGREEMENTS

The parties hereto hereby agree as follows:

1. Target shall be merged with and into Acquirer, and Acquirer shall be the surviving corporation.

2. The Merger shall become effective at such time (the "Effective Time") as this Merger Agreement and the officers' certificate of Target are filed with the Secretary of State of the State of California pursuant to Section 1103 of the Corporations Code of the State of California.

3. At the Effective Time of the Merger (i) each share of Target Preferred Stock will convert into one share of Target Common Stock; (ii) all shares of Target Common Stock that are owned directly or indirectly by Target, Acquiror or any other direct or indirect wholly owned subsidiary of Target or Acquiror shall be cancelled, and no securities of Acquiror or other consideration shall be delivered in exchange therefor; and (iii) each of the issued and outstanding shares of Target Common Stock (other than shares, if any, held by persons who have not voted such shares for approval of the Merger and with respect to which such persons shall become entitled to exercise dissenters' rights in accordance with the Corporations Code of the State of California ("California Law"), referred to hereinafter as "Dissenting Shares") shall be converted automatically into and exchanged for 0.32626 of a share of Acquiror Common Stock; provided, however, that no more than 4,681,892 shares of Common Stock of Acquiror shall be issued in such exchange (including Acquiror Common Stock reserved for issuance upon exercise of Target options and Target warrants assumed by Acquiror). Those shares of Acquiror Common Stock to be issued as a result of the Merger are referred to herein as the "Acquiror Shares".

4. Any Dissenting Shares shall not be converted into Acquiror Common Stock but shall be converted into the right to receive such consideration as may be determined to be due with respect to such Dissenting Shares pursuant to California Law. If after the Effective Time any Dissenting Shares shall lose their status as Dissenting Shares, then as of the occurrence of the event which causes the loss of such status, such shares shall be converted into Acquiror Common Stock in accordance with Section 3.

5. Notwithstanding any other term or provision hereof, no fractional shares of Acquiror Common Stock shall be issued, but in lieu thereof each holder of shares of Target Common Stock who would otherwise, but for rounding as provided herein, be entitled to receive a fraction of a share of Acquiror Common Stock shall receive from Acquiror an amount of cash equal to the per share market value of Acquiror Common Stock (deemed to be \$36.59219) multiplied by the fraction of a share of Acquiror Common Stock to which such holder would otherwise be entitled. The fractional share interests of each Target shareholder shall be aggregated, so that no Target shareholder shall receive cash in an amount greater than the value of one full share of Acquiror Common Stock.

6. The conversion of Target Common Stock into Acquiror Common Stock and Target Preferred Stock into Target Common Stock as provided by this Merger Agreement shall occur automatically at the Effective Time of the Merger without action by the holders thereof. Each holder of Target Common Stock and Target Preferred Stock shall thereupon be entitled to receive shares of Acquiror Common Stock in accordance with the Agreement and Plan of Reorganization.

7. At the Effective Time of the Merger, the separate existence of Target shall cease, and Acquiror shall succeed, without other transfer, to all of the rights and properties of Target and shall be subject to all the debts and liabilities thereof in the same manner as if Acquiror had itself incurred them. All rights of creditors and all liens upon the property of each corporation shall be preserved unimpaired, provided that such liens upon property of Target shall be limited to the property affected thereby immediately prior to the Effective Time of the Merger.

8. This Merger Agreement is intended as a plan of reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended.

9. (a) The Amended and Restated Articles of Incorporation of Acquiror in effect immediately prior to the Effective Time shall be the Amended and Restated Articles of Incorporation of the Surviving Corporation unless and until thereafter amended.

(b) The Bylaws of Acquiror in effect immediately prior to the Effective Time shall be the Bylaws of the Surviving Corporation unless and until amended or repealed as provided by applicable law, the Articles of Incorporation of the Surviving Corporation and such Bylaws.

(c) The directors and officers of Acquiror immediately prior to the Effective Time shall be the directors and officers of the Surviving Corporation.

10. (a) Notwithstanding the approval of this Merger Agreement by the shareholders of Target, this Merger Agreement shall terminate forthwith in the event that the Agreement and Plan of Reorganization shall be terminated as therein provided.

(b) In the event of the termination of this Merger Agreement as provided above, this Merger Agreement shall forthwith become void and there shall be no liability on the part of Target or Acquiror or their respective officers or directors, except as otherwise provided in the Agreement and Plan of Reorganization.

(c) This Merger Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one agreement.

(d) This Merger Agreement may be amended by the parties hereto any time before or after approval hereof by the shareholders of Target, but, after such approval, no amendments shall be made which by law require the further approval of such shareholders without obtaining such approval. This Merger Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Merger Agreement
as of the date first written above.

CISCO SYSTEMS, INC.

By: _____
John T. Chambers, President

By: _____
Larry R. Carter, Secretary

INFOGEAR TECHNOLOGY
CORPORATION

By: Edward M. Cluss, Jr.
Edward M. Cluss, Jr., Chief Executive Officer
and President

By: James H. Mackaness
James H. Mackaness, Secretary

IN WITNESS WHEREOF, the parties have executed this Merger Agreement as
of the date first written above.

CISCO SYSTEMS, INC.

By: John T. Chambers
John T. Chambers, President

By: Larry R. Carter
Larry R. Carter, Secretary

INFOGEAR TECHNOLOGY CORPORATION

By: Edward M. Cluss, Jr., President

By: James H. Mackaness, Secretary

[SIGNATURE PAGE TO AGREEMENT OF MERGER]

OFFICERS' CERTIFICATE

OF

CISCO SYSTEMS, INC.

The undersigned, John T. Chambers and Larry R. Carter, hereby certify on behalf of Cisco Systems, Inc., a California corporation ("Acquiror"), that Mr. Chambers is the duly elected President and Chief Executive Officer and Mr. Carter is the duly elected Senior Vice President, Chief Financial Officer and Secretary of Acquiror and they further certify on behalf of Acquiror that:

1. They are the duly elected, acting and qualified President and Secretary, respectively, of Acquiror.
2. There are two authorized classes of shares, consisting of 20,000,000,000 shares of Common Stock, of which 7,023,743,035 shares are issued and outstanding, and 5,000,000 shares of Preferred Stock, none of which are issued and outstanding.
3. The Agreement of Merger in the form attached was approved by the Board of Directors of Acquiror in accordance with the California Corporations Code.
4. No vote of the shareholders of Acquiror was required pursuant to Section 1201(b) of the California Corporations Code.

Each of the undersigned declares under penalty of perjury that the statements contained in the foregoing certificate are true of their own knowledge. Executed in San Jose, California on June 5, 2000.

By: John T. Chambers
John T. Chambers,
President and Chief Executive Officer

By: Larry R. Carter
Larry R. Carter,
Senior Vice President, Chief Financial
Officer and Secretary

OFFICERS' CERTIFICATE
OF
INFOGEAR TECHNOLOGY CORPORATION

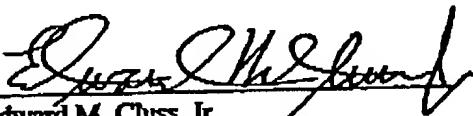
Edward M. Cluss, Jr., Chief Executive Officer and President, and James H. Mackaness, Vice President, Finance Chief Financial Officer and Secretary, of InfoGear Technology Corporation, a corporation duly organized and existing under the laws of the State of California (the "Corporation"), do hereby certify:

1. They are the duly elected, acting and qualified President and the Secretary, respectively, of the Corporation.
2. There are two authorized classes of shares, consisting of 30,000,000 shares of Common Stock, no par value per share, 8,885,010 shares of Preferred Stock, no par value per share. On the record date for the vote on the Agreement of Merger, there were 3,941,946 shares of Common Stock, 5,385,009 shares of Series A Preferred Stock and 3,428,571 shares of Series B Preferred Stock outstanding and entitled to vote on the Agreement of Merger in the form attached.
3. The Agreement and Plan of Merger and Reorganization dated as of March 15, 2000 by and between the Corporation and Cisco Systems, Inc. ("Cisco") (the "Reorganization Agreement"), substantially in the form attached hereto as Exhibit A and the Agreement of Merger between Cisco and the Corporation, substantially in the form attached hereto as Exhibit B, were duly approved by the Board of Directors of the Corporation in accordance with the California General Corporation Law.

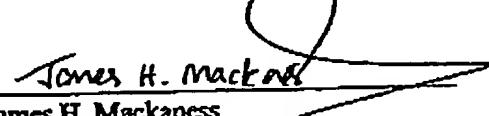
4. Approval of the Reorganization Agreement and Agreement of Merger by the holders of at least (i) 50% of the Corporation's outstanding common stock, (ii) 50% of the Corporation's outstanding Series A Preferred Stock, (iii) 66 2/3% of the Corporation's outstanding Series B Preferred Stock, and (iv) 50% of the Corporation's outstanding capital stock was required. The percentage of the outstanding shares of each class of the Corporation's shares entitled to vote on the Agreement of Merger which voted to approve the Agreement of Merger equaled or exceeded the vote required.

Each of the undersigned declares under penalty of perjury that the statements contained in the foregoing certificate are true of their own knowledge. Executed in Redwood City, California, on May 31, 2000.

By:


Edward M. Cluss, Jr.
Chief Executive Officer and President

By:


James H. Mackaness
Vice President, Finance Chief Financial Officer
and Secretary

Sep-06-00 05:08pm From NEIL GOTSHAL & WANGES LLP

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InfoGear DD2 APPS



FORM PTO-1619A
Expires 05/03/98
OMB 0551-0027

U.S. Department of Commerce
Patent and Trademark Office
PATENTY

RECORDATION FORM COVER SHEET PATENTS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New
 Resubmission (Non-Recordation)
 Document ID#
 Correction of PTO Error
 Reel # Frame #
 Corrective Document
 Reel # Frame #

Conveyance Type

Assignment Security Agreement
 License Change of Name
 Merger Other
 U.S. Government
(For Use ONLY by U.S. Government Agencies)
 Departmental File Secret File

TC 2700 MAIL ROOM
RECEIVED
SEP 22 2000
Execution Date
Month Day Year
06/05/2000
Execution Date
Month Day Year

Conveying Party(ies)

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name (Line 1) Cisco Systems, Inc.

06/05/2000

Name (Line 2) a corporation of California

Execution Date
Month Day Year

Second Party

Name (Line 1)

Execution Date
Month Day Year

Name (Line 2)

Receiving Party

Mark if additional names of receiving parties attached

If document to be recorded
is an assignment and the
receiving party is not
 domiciled in the United
 States, an appointment
 of a domestic
 representative is attached.
(Designation must be a
 separate document from
 Assignment.)

Name (Line 1) Cisco Technology, Inc.

Name (Line 2) a corporation of California

Address (Line 1) 170 West Tasman Drive

Address (Line 2)

Address (Line 3) San Jose CA 95134
City State/County Zip Code

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (Line 1)

Address (Line 2)

Address (Line 3)

Address (Line 4)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20580. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

FORM PTO-1619B Expires 06/03/99 GAMS 0651-0027		Page 2	U.S. Department of Commerce Patent and Trademark Office PATENT	
Correspondent Name and Address		Area Code and Telephone Number (650) 926-7241		
Name Anne VanBuskirk		RECEIVED TO [redacted] P 2700 MAIL ROOM SEP 22 2000 2000 RECEIVED U.S. PATENT & TRADEMARK OFFICE SEP 19 2000 JAC 4		
Address (line 1) Weil, Gotshal & Manges LLP				
Address (line 2) 2882 Sand Hill Rd. Ste. 280				
Address (line 3) Menlo Park, CA 94025-7022				
Address (line 4) anne.vanbuskirk@weil.com				
Pages	Enter the total number of pages of the attached conveyance document including any attachments.			# 2
Application Number(s) or Patent Number(s)				
<input type="checkbox"/> Mark if additional numbers attached <i>Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).</i>				
Patent Application Number(s)		Patent Number(s)		
08868216	09069716	[redacted]	[redacted]	[redacted]
08868132	09096462	[redacted]	[redacted]	[redacted]
08948534	09208822	[redacted]	[redacted]	[redacted]
If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.		Month	Day	Year
Patent Cooperation Treaty (PCT)				
Enter PCT application number only if a U.S. Application Number has not been assigned.		PCT [redacted]	PCT [redacted]	PCT [redacted]
Number of Properties		Enter the total number of properties involved. # 6		
Fee Amount		Fee Amount for Properties Listed (37 CFR 3.41): \$ 240.00		
Method of Payment: Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)		Enclosed <input checked="" type="checkbox"/>	Deposit Account <input type="checkbox"/>	
		Deposit Account Number: # 23-0800		
		Authorization to charge additional fees: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
Statement and Signature				
<p><i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.</i></p> <p><u>Anne VanBuskirk</u> <u>Aug. 28 2000</u> Name of Person Signing Signature Date</p>				

SCHEDULE 1
TO THE PATENT APPLICATION(S) ASSIGNMENT

UNITED STATES PATENT APPLICATIONS

Filing Date	Serial Number	Title	Inventor(s)
6/3/97	08/868,216	Method and Apparatus for Iconifying and Automatically Dialing Telephone Numbers Which Appear on a Web Page	Joe Giordano III
6/3/97	08/868,132	Method and Apparatus for Organizing and Displaying Internet and Telephone Information	Joe Giordano III, Udi Hanea
10/9/97	08/948,534	Method and System for Network Access over a Low Bandwidth Link	Chaim Bendelac, Ran Bittman, Kobi Samburski
4/29/98	09/069,716	Method and Apparatus for Configuring an Internet Appliance	Joe Giordano III, Jacob Samboursky
6/12/98	09/096,462	Telephone Docking Station for PDA	Teddy Pardo
12/9/98	09/208,822	Fast Continuous Telephone Line Fault Detection	Nahum Gitnik, Amos Intrater